

<b>SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 49													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE 05/12/2006		4. ORDER NUMBER		5. SOLICITATION NUMBER DTMA1R06008													
6. SOLICITATION ISSUE DATE 05/12/2006		7. FOR SOLICITATION INFORMATION CALL: a. NAME Bruce Markman		b. TELEPHONE NUMBER (No collect calls) (202) 366-0020 ext.		8. OFFER DUE DATE/ 06/12/2006 LOCAL TIME 2:00 pm													
9. ISSUED BY  CODE 00091  DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310  Washington, DC 20590  TEL: (202) 366-5757 ext.  FAX: (202) 366-3237 ext.				10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> UNRESTRICTED  <input type="checkbox"/> SET ASIDE: 0.00% FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 561990 SIZE STANDARD: 5,000,001-10,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE													
						12. DISCOUNT TERMS 10 days % 20 days % 30 days % 0 days %													
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>													
						13b. RATING													
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP																			
15. DELIVER TO  CODE HQ611  DOT/Maritime Administration, MAR-611 400 Seventh Street, SW., Room 2119  Washington, DC 20590 <b>Attn: JOHN C. WIEGAND</b>				16. ADMINISTERED BY  CODE 00091  DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310  Washington, DC 20590															
17a. CONTRACTOR/OFFEROR CODE No Contractor Information Available				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER															
18a. PAYMENT WILL BE MADE BY CODE HQ333  DOT/Maritime Administration, MAR-330 400 Seventh Street, SW., Room 7325 Washington, DC 20590				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">19. ITEM NO.</th> <th style="width: 40%;">20. SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width: 10%;">21. QUANTITY</th> <th style="width: 5%;">22. UNIT</th> <th style="width: 15%;">23. UNIT PRICE</th> <th style="width: 10%;">24. AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="height: 200px; vertical-align: bottom; text-align: center;">(Use Reverse and/or Attach Additional Sheets as Necessary)</td> </tr> </tbody> </table>								19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	(Use Reverse and/or Attach Additional Sheets as Necessary)					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT														
(Use Reverse and/or Attach Additional Sheets as Necessary)																			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)													
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED																			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:															
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)															
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) M. E. Simmons		31c. DATE SIGNED													

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_
32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL

FINAL

☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Line Item Summary		Document Number	Title			Page
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
<i>The quantities specified in B--Contract Line Items are notional quantities used to establish an equal basis for all offerors to consider in proposing a unit price and estimation of total price.</i>						
0001	Eng, Mgt, and Ovrsght For the DDR of the NS SAVANNAH - Base Year	(09/29/2006 to 09/30/2007)	11,240.00	MH	\$ _____	\$ _____
Estimated manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.						
For the EMOS service there is a guarantee minimum of \$250,000 for the base year only and no guarantee for the option periods. Additionally the maximum for the EMOS project is \$10,000,000.						
0002	Eng, Mgt, and Ovrsght For the DDR of the NS SAVANNAH - Option Year 1	(10/01/2007 to 09/30/2008)	8,140.00	MH	\$ _____	\$ _____
OPTION PERIOD						
Estimated manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.						
0003	Eng, Mgt, and Ovrsght For the DDR of the NS SAVANNAH - Option Year 2	(10/01/2008 to 09/30/2009)	17,432.00	MH	\$ _____	\$ _____
OPTION PERIOD						
Estimated manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.						
0004	Eng, Mgt, and Ovrsght For the DDR of the NS SAVANNAH - Option Year 3	(10/01/2009 to 09/30/2010)	13,976.00	MH	\$ _____	\$ _____
OPTION PERIOD						
Estimated manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.						

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0005	Eng, Mgt, and Ovrsght For the DDR of the NS SAVANNAH - Option Year 4	(10/01/2010 to 09/30/2011)	16,939.00	MH	\$ _____	\$ _____
						OPTION PERIOD
	Estimated manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.					
0006	Eng, Mgt, and Ovrsght For the DDR of the NS SAVANNAH - Option Year 5	(10/01/2011 to 09/30/2012)	12,313.00	MH	\$ _____	\$ _____
						OPTION PERIOD
	Estimated manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.					
0007	Eng, Mgt, and Ovrsght For the DDR of the NS SAVANNAH - Option Year 6	(10/01/2012 to 09/30/2013)	7,663.00	MH	\$ _____	\$ _____
						OPTION PERIOD
	Estimated manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.					
0008	Eng, Mgt, and Ovrsght For the DDR of the NS SAVANNAH - Option Year 7	(10/01/2013 to 09/30/2014)	5,992.00	MH	\$ _____	\$ _____
						OPTION PERIOD
	Estimated manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.					



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## COMMERCIAL CLAUSES

### 1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS SEPTEMBER 2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

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(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.



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(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

## 2 ADDENDUM 1 TO 52.212-4

### ADDENDUM 1 - SECTION C--DESCRIPTIONS AND SPECIFICATIONS

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## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

### C.1 - Background

The N.S. SAVANNAH (NSS) is the world's first nuclear-powered merchant ship. It was built by the New York Shipbuilding Corporation at Camden, New Jersey between 1958 and 1962. The N.S. SAVANNAH is 600 feet long with a displacement of 22,000 tons. She was designed as a combination cargo-passenger vessel, with a capacity of 9,400 tons of general cargo, 60 passengers and 124 crew.

The N.S. SAVANNAH is equipped with a pressurized light water moderated and cooled low enrichment uranium dioxide (U-235 4.4%) fueled reactor with a maximum power rating of 80 Megawatts (thermal). The reactor-supplied steam was employed in the ship's propulsion system (geared steam turbine), which was capable of delivering in excess of 22,000 shaft horsepower to a single propeller, with a designed ship's service speed of 21 knots.

The SAVANNAH was operated from 1962 to 1970. It was removed from service in mid-1970, and maintained in lay-up status until defueled in late 1971. From 1973 onwards the ship was permanently removed from service, and the nuclear facility was partially decommissioned in 1975-76. From 1981 to 1994, the SAVANNAH was employed as a museum ship at the Patriots Point Naval and Maritime Museum, near Charleston, South Carolina. SAVANNAH was removed from Patriots Point in May 1994; drydocked at Baltimore, Maryland in June-July 1994; and then relocated to the James River Reserve Fleet near Newport News, Virginia.

The United States Maritime Administration (MARAD) owns and maintains the SAVANNAH. From 1962 until 1965, the SAVANNAH was operated in experimental service; from 1965 onwards the nuclear facilities have been licensed (License NS-1, Docket 50-238) and regulated by the Atomic Energy Commission (AEC) and Nuclear Regulatory Commission (NRC). The present "possession-only" license was first issued by the NRC in 1976; the current amendment (12) was issued in 1994.

Decommissioning planning was resumed by MARAD in early 2002, and has been the subject of several previous contracts. A detailed characterization survey and subsequent classification analysis of the Reactor Pressure Vessel (RPV) was conducted in 2005. A reference library is provided in MARAD's Virtual Office of Acquisition; this library includes documents and reports produced during previous contracts; documents and reports pertaining to ongoing licensing activities; MARAD's current license and technical specifications; and other documents either referenced directly herein, or related to this acquisition.

### C.2 - Definitions & Acronyms

**ALARA:** As Low As Reasonably Achievable, which means making every reasonable effort to maintain exposures to ionizing radiation as far below the dose limits as practical, consistent with the purpose for which the licensed activity is undertaken, taking into account the state of technology, the economics of improvements in relation to state of technology, the economics of improvements in relation to benefits to the public health and safety, and other societal and socioeconomic considerations, and in relation to utilization of nuclear energy and licensed materials in the public interest.

**CRD:** Control Rod Drive, or Control Rod Drive system.

**DDR:** Decommissioning, Decontamination and Remediation, which represents the actual physical or industrial work to be accomplished in decommissioning the N.S. SAVANNAH.

**EMOS:** The Engineering, Management and Oversight Services contractor.

**LTP:** License Termination Plan

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MARAD: U.S. Maritime Administration, an agency of the U.S. Department of Transportation (DOT). MARAD is the owner and NRC Licensee for the N.S. SAVANNAH.

NRC: The U.S. Nuclear Regulatory Commission.

NSS: Nuclear Ship SAVANNAH

RPV: Reactor Pressure Vessel.

### C.3 - Decommissioning Organization and Responsibilities

The NS-1 facility license is managed by an umbrella group composed of direct MARAD employees, contractors (RSO, QA Mgr, Licensing & Compliance, Project Management), and affiliated government organizations under cooperative agreements (Department of Transportation Volpe Center for industrial safety & health, engineering, etc.; and Department of Energy at Argonne National Laboratory for radiological and decommissioning expertise). A MARAD employee is designated to manage all licensing matters; that employee is titled Senior Technical Advisor, N.S. SAVANNAH.

The MARAD organizational unit assigned responsibility for SAVANNAH programs is the SAVANNAH Technical Staff (STS) within the Office of Ship Operations. In addition to direct staff, the STS draws on expertise within the agency in areas such as legal counsel, acquisitions support, environmental review, and conventional structural, mechanical, electrical and marine engineering. The STS coordinates and assigns activities among the licensing organization. The STS initiates and manages the technical portions of all SAVANNAH acquisitions. Both the EMOS and DDR contractors will perform at the direction of the MARAD licensing organization; acting through the STS and Office of Acquisitions. An STS direct employee will be designated Contracting Officer's Technical Representative (COTR) for each major contract; and MARAD's Office of Acquisition will assign a Contracting Officer.

The roles and responsibilities of the key personnel and organizations is as follows:

#### C.3.1 - CONTRACTING OFFICER

The Contracting Officer is responsible for administering the contract and all of its modifications. Any contract disputes will be resolved via the Contracting Officer.

#### C.3.2 - CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer's Technical Representative (COTR) is a direct MARAD employee; serving as the technical expert to the Contracting Officer advising on the technical issues related to contract administered. The Contracting Officer will specify in writing the COTR's responsibilities and authorities.

#### C.3.3 - DECOMMISSIONING PROGRAM MANAGER

The N.S. SAVANNAH Decommissioning Program Manager (DPM) is the MARAD STS employee responsible for the development and execution of the NSS facility-decommissioning program. The DPM will serve as the COTR to the Engineering, Management and Oversight Services Contract.

#### C.3.4 - DECOMMISSIONING, DECONTAMINATION AND REMEDIATION (DDR) CONTRACTOR

The Decommissioning, Decontamination and Remediation (DDR) contractor will be an experienced nuclear Decommissioning and Decontamination (D&D) firm who will be responsible for actual field performance of the dismantling program. The DDR contractor will be responsible for the preparation of detailed work procedures; radiological monitoring and control of his own work; safe removal of all radioactive materials including demolition, packaging and shipping; performance of confirmatory radiation surveys at the completion of DDR work, and preparation of radiological survey reports to support the MARAD license termination application to the NRC. The DDR contractor shall implement its own, MARAD accepted, radiological control program and quality assurance program.

#### C.3.5 - ENGINEERING, MANAGEMENT AND OVERSIGHT SERVICES (EMOS) CONTRACTOR

The Engineering, Management and Oversight Services (EMOS) contractor shall be responsible for detailed decommissioning planning and engineering, and for oversight of the DDR contractor's operations during the industrial activities phase of the decommissioning project, as defined by this contract. Among other things, the EMOS contractor shall coordinate review of the DDR contractor's documents with the DDR contractor's project quality assurance plan and the N.S. SAVANNAH Quality Assurance program; continuously monitor the DDR contractor's performance to ensure satisfactory execution of the work and routinely report program progress to all parties. The EMOS contractor will review and make recommendations the ALARA plan; perform independent audits of the DDR contractor; and may be assigned additional review, and/or audit responsibilities by the DPM as the project progresses.

#### C.3.6 - FACILITY SITE MANAGER

The N.S. SAVANNAH Facility Site Manager (FSM) is the MARAD STS employee directly responsible for the nuclear facilities housed onboard the N.S. SAVANNAH, and all physical activities conducted onboard the ship. The FSM will serve as the COTR for the DDR Contract..

#### C.3.7 - MANAGER, LICENSE AND COMPLIANCE

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In support of MARAD licensed activities, the Manager, License and Compliance coordinates and/or integrates work product on fundamental licensing documents, whether prepared by NSS Technical Staff (STS) or other contractors, on an as required or tasked basis.

#### C.3.8 - MANAGER, N.S. SAVANNAH PROGRAMS

The Manager, N.S. SAVANNAH Programs executes and is responsible for all NSS program activities, including STS operations, supervision of STS employees, and contractor performance. The Manager, N.S. SAVANNAH Programs may also serve as the Senior Technical Advisor, N.S. SAVANNAH. The three principal program activities are routine radiological monitoring, surveillance and ship husbandry; decommissioning; and historic preservation.

#### C.3.9 - MANAGER, QUALITY ASSURANCE

In support of MARAD licensed activities, the Quality Assurance (Q/A) Manager oversees and administers the N.S. SAVANNAH Quality Assurance Program.

#### C.3.10 - RADIATION SAFETY OFFICER

The Radiation Safety Officer (RSO) heads the N.S. SAVANNAH Health Physics (Radiation Safety) Program. The RSO is a qualified health physicist who will maintain proficiency in radiation safety during all phases of the decommissioning project. The RSO has the authority and responsibility to interrupt or suspend any activity which he/she deems unsafe from a radiological standpoint.

#### C.3.11 - REVIEW AND AUDIT COMMITTEE

The N.S. Savannah Review and Audit Committee (RAC) is an independent body that provides technical and safety oversight of the licensed operations of the N.S. SAVANNAH, including Decommissioning, Disposal, and Remediation (DDR). The RAC is chaired by the Senior Technical Advisor, N.S. SAVANNAH. The focus of the RAC shall be primarily technical in nature, with emphasis on protection of the health and safety of workers, the public and the environment.

#### C.3.12 - SAVANNAH TECHNICAL STAFF

The STS is the MARAD organizational unit that executes activities associated with NSS programs. The STS executes work in three broad categories; routine radiological monitoring, surveillance and ship husbandry; facility decommissioning; and historic preservation. The STS is headed by the Manager, N.S. SAVANNAH Programs. NRC license activities are coordinated with the Senior Technical Advisor, N.S. SAVANNAH.

#### C.3.13 - SENIOR TECHNICAL ADVISOR, N.S. SAVANNAH

The Senior Technical Advisor (STA) N.S. SAVANNAH is the MARAD employee designated to manage all licensing activities and matters before the NRC. The STA chairs the independent RAC. The incumbent may also serve as Manager, N.S. SAVANNAH Programs.

#### C.4 - Objective and Approach

The objective of the SAVANNAH Decommissioning Project is to dismantle and dispose of the ship's remaining nuclear facilities; terminate the NRC license and free-release the ship for future re-use. MARAD intends to make the SAVANNAH available for donation as a museum/memorial after completion of the decommissioning and license termination. Efforts undertaken during the decommissioning are intended to support this goal.

MARAD has developed a phased approach to the SAVANNAH Decommissioning. The three (3) phases are:

Phase I - Pre-Decommissioning (Planning and Scheduling)

Phase II - Decommissioning - Industrial Activity (Monitoring and Oversight)

Phase III - Post Decommissioning (License Termination)

Two principal contracts are envisioned to support this phased approach. The EMOS Contract will cover Phases I, II and III, and is the subject of this acquisition. The DDR Contract is expected to cover Phase II, with limited overlap at the end of Phase I, and beginning of Phase III.

MARAD will issue one or more separate Task Orders for the performance of EMOS technical services within each Phase. Each Task Order will be separately funded, fixed price, and with a specified period of performance. The fixed price task order shall be negotiated for each line item in the task order. Rates for the effort will be based on the fixed unit price of the IDIQ contract. Some of the tasks identified under Phase I will apply (extend) through both Phase II and Phase III.

Phase I commenced in May 2005 with establishment by MARAD of the SAVANNAH Technical Staff.

Phase II will commence with issuance by NRC of the Decommissioning license amendment.

Phase III may commence no sooner than receipt of License Termination Plan (LTP) approval by NRC and the DDR contractor's notice that spaces are ready for final acceptance status survey, conducted in accordance with the LTP.

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Throughout the project, all responsibilities associated with providing husbanding services for the N.S. SAVANNAH are the responsibility of MARAD.

#### C.5 - Requirements

MARAD has NOT attempted to define in detail each task and sub-task associated with each Phase of the technical effort. However, some of the task and sub-tasks anticipated to be required and/or unique to this specific project are as described herein.

The contractor shall provide all labor, tools, materials, and personnel necessary to perform engineering, planning, and management oversight services related to the NS SAVANNAH decommissioning and related actions with the NRC. The contractor shall conform to all applicable federal, state and local laws, regulations, guidance, and codes. The contractor shall assure that all activities performed by his/her personnel, subcontractors and suppliers shall meet the requirements set by regulations of the applicable regulatory agencies. These include, but are not limited to the following:

1. Occupational Safety and Health Administration (OSHA).
2. Department of Transportation (DOT).
3. Environmental Protection Agency (EPA).
4. Nuclear Regulatory Commission (NRC).
5. United States Coast Guard (USCG).
6. Department of Labor (DOL).
7. Department of Energy (DOE).
8. State, County, and Local Municipalities.
9. Federal Acquisition Regulations and Supplements (FAR).

Strict compliance with all regulatory requirements is mandatory in order to minimize risk to personnel and environmental safety. Failure to do so may result in radiation exposure to personnel and or damage to the environment through exposure to hazardous waste. In accordance with 10 CFR Part 19.12 (Instruction to workers) all workers involved with radioactive materials or working in the vicinity of radioactive materials shall be required to successfully complete a radiation safety training course. In addition to the above, the contractor shall comply with the N.S. SAVANNAH Health Physics Manual , which MARAD will provide for guidance.

MARAD anticipates completion of the decommissioning project with the actual termination of the NRC License. Therefore, MARAD will require contractor support services as defined in the scope of this project from contract award through License Termination. MARAD anticipates issuing a one (1)-year base contract with the potential of eight (8) one-year options.

#### C.5.1 - PHASE I - PRE-DECOMMISSIONING PLANNING AND SCHEDULING (CLIN 0100)

During Phase I, the contractor shall provide planning and engineering necessary to define the industrial work required to complete the decommissioning of the N.S. SAVANNAH nuclear facility. Tasks in this phase of the project include but are not limited to the following:

- Decommissioning Planning and Estimating for Phase II industrial activities
- License Support
- Shipping Cask Analysis
- Public Awareness Support

##### C.5.1.1 - DDR Planning

The contractor shall provide analysis, planning and scheduling required to support development of the DDR statement of work and contract.

##### C.5.1.1.1 - DDR STATEMENT OF WORK (SOW)

The contractor shall assist MARAD in preparing the SOW to be included in the Request for Proposals for contracting for industrial services to perform the DDR (Phase II) including preparing the "technical requirements" often referred to as Section C of a Request for Proposals or a Statement of Work.

##### C.5.1.1.2 - WORK BREAKDOWN STRUCTURE AND SCHEDULING

The contractor shall develop a project-specific Work Breakdown Structure (WBS). This WBS shall encompass all phases of the project. MARAD will utilize the WBS initially in planning the baseline schedule and Earned Value Management for the entire project. This requires that each activity have a cost estimate associated with it over its period of performance. The schedule, costs and monthly outlays for each activity requirement shall be rolled-up in to an over-all funding budget and allocation plan for the DDR (Phase II and Phase III).

##### C.5.1.1.3 - CONTRACT COST ESTIMATE

The contractor shall prepare a detailed cost estimate for the DDR contract using the SOW, WBS, and Schedule. The cost estimate shall include each discrete DDR requirement and activity.

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#### C.5.1.1.3.1 - Nuclear Component and Waste Disposal Estimates

The contractor shall identify the equipment and materials to be removed as part of the DDR. Estimated weight and volume of individual units of equipment shall be identified. Other materials such as piping, valves, etc. that can be co-mingled would be assembled into disposal unit packages that are suitable for shipment via commercial transport to the waste disposal site and disposal (disposition) as unit packages. The contractor shall document the methodology and results of this task in a report to be provided to the MARAD.

As an integral part of this sub-task the contractor shall identify (type, size, capacity) the availability (location, leasing/purchase costs, time frame, etc.) of shipping containers for the transport of the units of equipment and material unit packages. (See also to C.5.1.1) The contractor shall be required to identify, evaluate, cost estimate and perform risk assessments for primary and secondary waste shipment methods and routes.

#### C.5.1.1.4 - DEVELOP OVERSIGHT METHODOLOGIES AND PLANS (PROCEDURES)

The contractor shall develop methodologies and plans (procedures) for performing compliance or performance monitoring and oversight of the DDR contractor and DDR subcontractors during Phase II of this Project. These procedures shall be developed prior to the DDR contract award, and approved by MARAD prior to implementation.

The methodology and plan shall address procedures for routine audit and oversight/surveillance at specific frequencies as well as no-notice inspections. For each of the DDR activities to be monitored, the EMOS contractor shall identify one or more applicable performance or acceptance standards. These shall be an integral part of an inspection/check-off list, which will become part of the report(s) to be prepared by the contractor.

As a minimum, a procedure shall be developed for monitoring each of the following activities:

- Compliance and Surveillance
- Radiological Safety and other Industrial Safety
- Nuclear Waste Material Accountability, Custody Transfer, Transportation and Disposal
- Environmental (On-Site/Airborne/Waterborne)
- Work Permitting
- Work Site Security and Fire Protection
- Personnel Safety Training including Emergency Response (Fire, Contamination, Exposure)
- Incident Reporting (Exposure/Contamination/Environmental Release/Injuries)
- Regulatory Body Reporting (Federal/State/Local)
- Sampling and Analysis
- Performance
- Tracking of Physical Progress versus Invoiced Costs of Phase II
- Reporting of Delays, Field Changes and Cost Over-Runs

#### C.5.1.2 - License Support

The contractor shall review and analyze for applicability existing Local, State and Federal Government regulations governing the process of DDR.

The contractor shall assist the Government (MARAD) in preparing documents and reports necessary for NRC approval of decommissioning activities and those required to support the issuance of the DDR contract. Such documents and reports include but are not limited to the following:

- Regulatory Update
- Periodic Final Safety Analysis Report Updates, incorporating executed 10 CFR 50.59 reviews where required.
- Engineering support of 10 CFR 50.59 reviews as required.
- Documentation Preparation and Review including
- Review and Comment on the Decommissioning Plan
- Development of the License Termination Plan and supporting documents
- Quality Assurance (Q/A) Program Support and Planning to include:
- Development of additional procedures, as required, in support of the NS SAVANNAH Q/A Program
- Review and Revision of Q/A Procedures
- DDR contractor - Vendor Audit Support
- Develop the Qualified Vendor List Audit Plan for potential DDR contractors
- Support NS SAVANNAH Q/A Program in execution of DDR Qualified Vendor Audits
- Engineering and Planning support in response to NRC Requests for Additional Information (RAI's).

#### C.5.1.2.1 - REGULATORY UPDATE

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#### C.5.1.2.1.1 - Periodic Final Safety Analysis Report (FSAR) Updates

The contractor shall assist MARAD in development of periodic FSAR updates in accordance with NRC regulations. These updates shall incorporate any 10 CFR 50.59 reviews, which MARAD has executed following the last periodic FSAR Update. MARAD is currently revising the FSAR for the Decommissioning License Amendment submittal scheduled for the summer of 2006.

#### C.5.1.2.1.2 - Engineering Support for 10 CFR 50.59 Reviews

As required, the contractor shall provide engineering and analysis support for 10 CFR 50.59 safety reviews.

#### C.5.1.2.2 - DOCUMENT PREPARATION AND OR REVIEW

##### C.5.1.2.2.1 - Review and Comment on Decommissioning Plan

MARAD is currently preparing a Decommissioning License Amendment scheduled for submittal in the summer of 2006. The amendment documents will be made available to the successful offeror. The contractor shall conduct a critical review of the decommissioning plan. Based on the contractor's working knowledge and expertise, provide comments and recommendations for incorporation in subsequent amendments.

##### C.5.1.2.2.2 - Review and Comment on Cost Estimate

MARAD is currently preparing a Decommissioning License Amendment scheduled for submittal in the summer of 2006. The amendment documents will be made available to the successful offeror. The contractor shall perform a critical review of the cost estimate contained in the Decommissioning Amendment. Following review of the cost estimate, provide MARAD with recommendations for resolution of discrepancies or potential cost impacts or overruns.

##### C.5.1.2.2.3 - License Termination Plan

The contractor shall assist MARAD in the development of the License Termination Plan (LTP) and shall prepare, for MARAD review, the License Termination documents inclusive of plans and procedures encompassing, as a minimum, the following:

- Site (Facility) History (Construction/Operation/Lay-Up)
- Radiological History (Initial Fueling/Refueling/Fuel Removal/Prior Characterization Surveys)
- Overview/Summary of Site (Facility) DDR Activities
- Future Site (Facility) Utilization (Dismantling/Upgrades)
- Final Status Surveys
- Compliance (Radiological Release Criteria) - Unrestricted Use
- Overview Summary of DDR Costs
- Updated or Supplements to the Environmental Report
- As Built Drawings

##### C.5.1.2.3 - Q/A PROGRAM SUPPORT AND PLANNING

The contractor shall provide quality assurance support including, but not limited to the following:

- Develop STS procedures to support the Q/A monitoring process of DDR contract.
- Review and Recommend revisions to existing Q/A Procedures
- Support the Q/A Audits of Potential DDR contractors

The contractor shall support audits of potential DDR contractors regarding the acceptability of the potential contractors' quality assurance programs.

##### C.5.1.2.4 - NRC REQUEST FOR ADDITIONAL INFORMATION (RAI) SUPPORT

MARAD may task the contractor to provide engineering and analysis for responses to NRC Requests for Additional Information (RAI's).

#### C.5.1.3 - Shipping Cask Analysis

The contractor shall conduct an analysis for a shipping cask to transport the RPV to its disposal site. The government will consider the following sub-tasks for execution:

- Verify Requirement for Shipping Cask
- Define Shipping Cask Design Package, and assist in procurement

##### C.5.1.3.1 - REQUIREMENT FOR SHIPPING CASK

The contractor shall verify the need for a shipping cask to transport the RPV to its disposal site.

##### C.5.1.3.2 - SHIPPING CASK CONTRACT DESIGN PACKAGE

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Based on the MARAD approved results from C.5.1.3.1 (above), the contractor shall develop the design package including specifications, drawings and a statement of work required to procure a licensed shipping cask suitable for the transportation of the RPV to its final disposal site. The contractor may also provide assistance in procuring the shipping cask.

#### C.5.1.4 - Public Awareness Support

The EMOS contractor may be tasked to support Public Awareness Outreach.

### C.5.2 - PHASE II - DECOMMISSIONING - INDUSTRIAL ACTIVITY (MONITORING AND OVERSIGHT) (CLIN 0200)

#### C.5.2.1 - Management Oversight

During Phase II of the N.S. SAVANNAH decommissioning project, the EMOS contractor's primary objective will be to conduct day-to-day oversight of the DDR contract on behalf of and with the MARAD FSM. The contractor shall execute the following types of duties or subtasks (not all-inclusive) as directed using previously developed procedures (refer to C.5.1.1.4):

Assist MARAD in monitoring and assuring that all decommissioning and dismantlement activities to be performed by others (i.e. LTP Surveyor, NRC site inspectors, etc.) are conducted in complete safety and adherence with federal regulations, contractual requirements, and the NRC Decommissioning Order.

Provide oversight of the DDR contractor and report non-compliance with any and all provisions of the NRC Decommissioning Order.

Review, comment and provide recommendations regarding the DDR contractor's Quality Assurance (QA) plan, to MARAD and the N.S. SAVANNAH RAC.

Review, comment and provide recommendations on the DDR Contract Work Breakdown Structure, Scheduling and Task Cost Estimates.

The review shall include observations or recommendations regarding performance to schedule and budget.

The review shall also include an assessment with regard to Earned Value Management.

Review and make recommendations to MARAD on operational procedures developed by the DDR contractor.

Review and recommend action on drawings and deliverables made by the DDR contractor.

Regulatory liaison

Coordinate with the FSM and NRC site inspector regarding issues of concern, site visits, etc.

Facilitate the execution of Q/A audits in accordance with STS approved procedures.

#### C.5.2.1.1 - EMOS CONTRACTOR RESPONSIBILITY

Throughout the execution of the EMOS contractor's management and oversight responsibilities during Phases II and III of this project, the EMOS contractor has no Authority to DIRECT or to STOP the activity of a MARAD contractor except in the case of one of the following:

1. The execution of that activity or lack thereof will result in injury to some person; or
2. The execution of that activity or lack thereof will result in damage to the environment; or
3. The execution of that activity or lack thereof will result in unintentional damage to property or equipment.

Should the EMOS contractor exercise this responsibility, they shall immediately (within two (2) Hours) speak with one of the following:

The FSM, if not available, then

The EMOS Contract COTR, if not available, then

The EMOS Contract Contracting Officer

The EMOS contractor shall submit a written report to the FSM (copied to the DPM) within 24-hours of the event. The written report shall address all of issues leading up to the event, oral direction given and received by the EMOS contractor, and actions taken by the affected contractor. The report shall include dates and times where available. The report shall be submitted electronically (e-mail, or fax), with a confirmation of receipt.

#### C.5.2.1.2 - IMPLEMENTATION OF OVERSIGHT PROCEDURES

During the performance of Phase II, the EMOS contractor shall be responsible for implementing the compliance and performance monitoring and oversight and no-notice inspections of the DDR contractor in accordance with MARAD approved procedures as developed under C.5.1.1.4. This shall include the DDR contractor's compliance with schedules and sub-task costs using an accepted approach to the Earned Value Management System (EVMS) well as the DDR contractor's compliance to his Quality Assurance Plan.

The contractor shall be responsible for reporting to MARAD, at specified frequencies, the results of the monitoring, oversight and no-notice inspections. The contractor will have NO authority to direct or interfere with his performance of the DDR contract requirements except as specified in C.5.2.1.1. However, if at anytime the contractor detects non-compliance by the DDR contractor, the EMOS contractor shall report the non-compliance to the FSM in accordance with his approved procedures.

Should periodic review of the implementing oversight procedures warrant, the contractor shall recommend revisions to the procedures.



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#### C.5.2.2 - Schedule and Cost Monitoring (DDR Performance)

The contractor shall report on a bi-weekly basis the results of his monitoring and oversight of the DDR contractor's performance as related to physical progress and costs (incurred/projected).

#### C.5.2.3 - Regulatory Liaison and Documentation Support

During the performance of the DDR Project, the contractor shall assist MARAD in preparing and or assembling any documentation and reports required by Federal, State and local Government agencies as may be applicable to the physical process of DDR and the N.S. SAVANNAH Quality Assurance Plan. The contractor shall also provide the expertise necessary to assist MARAD in reviewing and interpreting the documentation and reports prepared by the DDR contractor. MARAD intends that the EMOS contractor will serve as a part of the N.S. SAVANNAH Quality Assurance Program, reviewing all correspondence, reports and documentation generated by all parties during Phases II and III of this project, making recommendations to MARAD where necessary.

#### C.5.3 - PHASE III - LICENSE TERMINATION (CLIN 0300)

##### C.5.3.1 - LTP Execution

The contractor shall assist MARAD in the execution of the License Termination Plan as directed. It is anticipated that portions of this Phase may overlap with continuing DDR Activities (Phase II). The following activities may be included:

- Assist MARAD with the scheduling and coordination of LTP surveys between MARAD's and NRC's independent surveyors
- Monitoring and report on performance to schedule for the LTP
- Assisting MARAD in resolving survey problems
- Prepare supplemental Statements of Work
- Monitor the performance of the DDR contractor for compliance to "Clean Space" requirements of the LTP.

##### C.5.3.2 - Final Radiological Characterization Status Survey

Prepare specifications for the performance of the final radiological characterization status surveys of the vessel (key areas) and decommissioned and remediated areas of the vessel. The EMOS contractor shall also provide a report to MARAD documenting the methodology used, results and conclusions of the survey.

##### C.5.3.3 - License Termination

As required, the contractor shall assist MARAD in final negotiations (meetings) relating to the termination of the NRC license for the N.S. SAVANNAH.

##### C.5.3.4 - Final Survey Coordination with NRC

The EMOS contractor shall assist MARAD with coordinating final site surveys conducted by the NRC's designated surveyor and MARAD's designated surveyor.

##### C.5.3.5 - Final Survey Oversight

The EMOS contractor shall assist MARAD with oversight of the MARAD designated surveyor assigned responsibility for conducting the Final Survey as specified in the NRC approved License Termination Plan. This oversight shall be in accordance with previously approved procedures (See C.5.1.3.4).

##### C.5.3.6 - Oversight Documentation and Reporting

The EMOS contractor shall provide all documentation and reports as specified in the approved Oversight Procedures (See C.5.1.3.4).

#### C.5.4 - ADMINISTRATIVE REQUIREMENTS

##### C.5.4.1 - Progress Reports

The EMOS contractor shall submit progress reports on a monthly basis, commencing 30 days from contract Notice to Proceed. The contents of the progress report shall discuss the following information listed below. The contractor may address additional information, as they deem necessary.

1. Discussion of work accomplished since the last report
2. Discuss problem areas encountered since the last report
  - a) Provide recommendations addressing the problem area
  - b) Recommended actions to be taken by the government
3. Man-hours and subcontract costs expended:
  - a) Shall list by labor category or subcontract the amounts expended for the report period
  - b) Shall summarize by labor category or subcontract the cumulative totals to date for the current contract year.
  - c) Shall summarize by labor category or subcontract the cumulative totals to date for each phase of the project.

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4. Identify activity planned for the next reporting period. This shall indicate any required actions by the government during this period.
5. Performance Measures
  - a) (If applicable)
6. Schedule Analysis - The contractor shall report at the Activities Level and at the Project Level actual to planned work.
7. Recovery Plan - Describe the contractor's approach to maintain adherence to the Project Schedule.
8. Projected Work - contractor shall identify all scheduled milestone events during the next reporting period.

#### C.5.4.2 - Schedule and Cost

The EMOS contractor shall submit a Plan of Action and Milestones (POA&M) for each task or sub-task assigned. The contractor shall incorporate each of the POA&Ms into a Master Schedule reflecting a work breakdown of the activities, and the resources estimated to accomplish the task. Revisions shall be submitted as they occur. The original submittal shall establish a baseline schedule. All updates shall be comparable to the baseline schedule. Quarterly updates to the Schedule shall be submitted by the contractor. The quarterly update shall reflect all revisions to date and actual progress to date and comparison of the schedule to the Baseline Schedule.

#### C.5.4.3 - Document Management

All project documentation shall be provided to MARAD in an electronic files medium. This shall include correspondence and attachment thereto; e-mails and attachments thereto; plans and drawings, specifications, reports, cost estimates, surveys, photographs, etc. This need NOT include such documents as Regulatory Body regulations, referenced manuals, instructional guides, brochures, etc. The standard for producing these files at MARAD is MS OFFICE 2003, MS PROJECT 2003 and Adobe Acrobat Version 7. All files shall have complete metadata.

Document management and version control will be a mandatory requirement throughout all phases of this project. MARAD will deploy a document management system and will provide access to this system in accordance with established procedures. The contractor shall submit all required document deliverables in accordance with established N.S. SAVANNAH Technical Staff (STS) Administrative Procedures.

All EMOS contractor staff accessing MARAD's computer network and or the N.S. SAVANNAH documentation management system shall submit to MARAD's information technology background check prior to authorization for network systems access.

The EMOS contractor shall assist MARAD in developing and validating a classification system for coding, labeling and retrieval (search) of all documentation stored in the Document Management System. The classification system shall enable the association of attached or reference document to the specific piece of correspondence.

#### C.6 - References

1. Nuclear Ship SAVANNAH Radiological and Non-Radiological Spaces Characterization Survey Report, Revision 1, WPI, dated Feb. 2, 2006 - available in the Library on MARAD's VOA website (N.S. SAVANNAH\_Char\_Final\_Rev\_01.pdf)
2. Nuclear Ship SAVANNAH Reactor Pressure Vessel Drilling, Sampling and Radiochemical Analysis Project Report, Revision 0, WPI, dated January 31, 2006 (NSS RPV Class Final Report Rev 1 013106.pdf)
3. 10 CFR 20.1003
4. N.S. SAVANNAH Health Physics Manual, dated March 16, 2005 - available in the Library on MARAD's VOA website (Health Physics Manual dated 2005-03-16.pdf)

## ADDENDUM 2 TO 52.212-4 ADDITIONAL CLAUSES

### 3 TASK ORDERING PROCEDURES

Work ordered under this contract will be accomplished through the issuance of Firm-Fixed Price Task Orders issued by the Contracting Officer. Orders placed will contain the following information:

1. Date of order.
2. Contract number and order number.
3. Contract item number and description, quantity, and firm-fixed price.
4. Specific work within the scope of the contract that the contractor will accomplish.
5. Delivery or performance schedule.
6. Identify the format and content of any deliverables to be provided by the contractor.
7. Place of delivery or performance (including consignee).
8. If appropriate, packaging, packing, and shipping instructions.
9. Accounting and appropriation data.

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While it is anticipated that task orders will be issued after the negotiation of appropriate labor categories and quantity of hours necessary to perform the subject task order, only the labor rates contained in this contract shall be used. If after a reasonable time the parties fail to reach an agreement on the price of a task order, the Contracting Officer may issue the task order. Written notice by the contractor of its refusal to accept an order so issued shall be treated as a dispute under the contract.

#### 4 CITIZENSHIP REQUIREMENT

In accordance with 15 CFR 774 Supplement No. 1 the Department of Energy Export Administration Regulation (EAR) Export Control Information (ECI) a category of information that DOE established more than a decade ago as a nonproliferation tool, this solicitation shall be restricted to United States citizens of U.S. owned and operated companies.

#### 5 DDR EXCLUSION

To avoid an organizational conflict of interest MARAD will exclude the selected EMOS contractor as well as any subcontractor from proposing on the future Decommissioning, Decontamination and Radiological (DDR) solicitation. This exclusion is based on the EMOS contract requirement to assist with the development of the DDR Statement of Work, which would result in an unfair advantage for the EMOS contractor. Furthermore, it limits the oversight and quality assurance problems that would arise if the contractor was allowed to perform his own oversight.

#### 6 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DECEMBER 2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7      52.209-06      **PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED,  
SUSPENDED, OR PROPOSED FOR DEBARMENT  
JANUARY 2005**

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

8      52.216-01      **TYPE OF CONTRACT  
APRIL 198**

4

The Government contemplates award of a Fixed Price Indefinite Delivery Indefinite Quantity Contract as a result of this solicitation.

9      52.216-18      **ORDERING  
OCTOBER 1995**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 29, 2006 through March 30, 2016.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**10      52.216-19      ORDER LIMITATIONS  
OCTOBER 1995**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**11      52.216-22      INDEFINITE QUANTITY  
OCTOBER 1995**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 30, 2016.

**12      52.217-08      OPTION TO EXTEND SERVICES  
NOVEMBER 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

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13      52.217-09      **OPTION TO EXTEND THE TERM OF THE CONTRACT  
MARCH 2000**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 9 years 6 Months.

(End of clause)

14      52.222-46      **EVALUATION OF COMPENSATION FOR PROFESSIONAL  
EMPLOYEES  
FEBRUARY 1993**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

15      52.227-03      **PATENT INDEMNITY  
APRIL 1984**

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to--

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(1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

## 16 52.227-17 RIGHTS IN DATA-SPECIAL WORKS JUNE 1987

### (a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

### (b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

### (c) Copyright. (1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

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(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

#### 17      52.232-19      **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR** **APRIL 1984**

Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### 18      52.233-02      **SERVICE OF PROTEST** **AUGUST 1996**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from M.E. Simmons, 400 Seventh Street, S.W., MAR-380, Room 7310, Washington DC 20590-0001.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### 19      MCL.H-3      **INDEMNITY AND INSURANCE** **AUGUST 2005**

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work site, and to the vessel or part of the vessel upon which work is done.

(b) Loss or damage to the vessel, materials, or equipment. (1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to--

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontractors; or

(C) Workmanship, materials, or equipment which does not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.



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(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of--

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a codefendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first \$5,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provision of this paragraph (b).

(c) Indemnification. The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor, or its agents or employees, or any subcontractor, or its agents or employees. The burden of proving freedom of fault shall be borne by the Contractor.

(1) Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents, the Contractor's shall be held harmless for physical damage to the vessel under this contract. As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor shall defend, indemnify and hold harmless the Government, the vessel, its owners and characters, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this Contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, it agencies or employees shall be borne by the Contractor. As to loss and damage which are the responsibility of the Government, The Government shall be subrogated to any claim, demand or course of action against third parties which exists in favor or the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the MARAD in all matters the MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided further that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, it agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this contract and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) Insurance. (1) The Contractor shall, at its own expense, obtain and maintain the following insurance--

(i) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability, contractual liability and bodily injury in the amount of \$5 million combined single occurrence limit and \$5 million in the aggregate.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work is established at that rate determined as the minimum for the state where performance occurs.

(iii) Employer's liability to cover both injury and death resulting from accident, sickness or disease; \$5million bodily injury by accident, each accident, \$5 million injury by disease each incident, \$5 million bodily injury by disease in the aggregate.

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(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) The Contractor shall provide the Contracting Officer evidence of the insurance required by paragraph (d) of this clause within 10 calendar days of Contract effective date. All insurance shall be subject to the approval of the Director, Office of Subsidy and Insurance, Maritime Administration and must contain a thirty (30) day notice advance notice of cancellation (without disclaimer) or of any nonrenewable which is the option of the insurer.

(4) All policies shall contain a clause statement that there is no recourse against the United States of America for payment of premiums.

(5) The insurance policies will contain a minimum of thirty (30) days advance notice of cancellation or any non-renewal which is the option of the insurer. Said notice of such cancellation or non-renewal is to be provided to the MARAD Division of Marine Insurance addressed as:

Department of Transportation  
Maritime Administration  
Division of Marine Insurance, RM 8117  
400 7th Street, S.W.  
Washington, DC 20590

(6) On all policies listed, The United States of America is to be shown as an additional assured except under the workers compensation policy.

(7) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverages. The confirmation shall name the Contractor as an assured and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any London or other approved foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration. The Contractor shall provide the Maritime Administration a true copy of all original policies if so requested.

(e) The Contractor shall not make any allowance in the contract price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payments, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any right of the Government, either--

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of this contract.

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(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) Decide that the loss or damage shall not be replaced or repaired and in that event, the Contracting Officer shall--

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the un-replaced or un-repaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this contract.

## 20 MCL.L-2 AGENCY PROTESTS AUGUST 2005

(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

- (i) Name, address, and fax and telephone numbers of the protester.
- (ii) Solicitation or contract number.
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.

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## 21 OTHER REGULATORY REQUIREMENTS

The Contractor is required to supervise and assure that all decommissioning and dismantlement activities to be performed by others are conducted in complete safety and adherence with federal regulations, contractual requirements, and the USNRC Decommissioning Order. Provide oversight of the decommissioning contractor during all phases of decommissioning and report non-compliance with any and all provisions of the USNRC Decommissioning Order. Establish project controls to ensure compliance with any and all provisions of the USNRC Decommissioning Order.

Assignment: Neither party to the contract shall assign the contract or sublet it as a whole nor shall the contractor assign any moneys due or to become due to him hereunder.

Hazardous Materials: If the contractor observes the existence of any hazardous or friable substance or material other than radioactivity or radiation which must be disturbed during the course of his work, contractor shall promptly notify MARAD. Unless otherwise provided in these specifications, MARAD shall make all arrangements regarding testing and removal or encapsulation of asbestos material if present. Friable material is any material which can be crumbled, pulverized or reduced to a power by hand pressure when dry.

The codes and regulations adopted by the state and federal agencies having jurisdiction will govern minimum requirements for this project. Where codes and regulations conflict with the specifications, the more stringent will apply and such conflict will be brought to the immediate attention of MARAD for resolution.

In addition to regulations that carry the force of law, the Nuclear Regulatory Commission (NRC) prepares regulatory guides that, among other things suggest agency-approved methodology and solutions to problems. While compliance with them is not a legal requirement, they generally provide the most effective method of obtaining approval for a particular course of action.

The contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the work and shall ensure the compliance of his subcontractors. Without limiting the generality of the foregoing, the following laws are specifically referenced:

- Regulation of Fire and other Hazards, O.C.G.A. Section 25-2-1 et. seq.
- Regulation of Blasting Operations, O.C.G.A. Section 25-2-1 et. seq. and 25-9-1 et. seq.
- Providing safe workplace, O. C. G. A. Sections 34-2-10 and 34-7-20.
- High Voltage Safety Act, O.C.G.A. Section 46-3-30 et. seq.
- Title VII of the Civil Rights Act, 42 U.S.C. Sections 2000a through 2000h-6
- Age discrimination in Employment Act, 29 U.S.C. Section 621 et. seq.; 42 U.S.C. Section 6101 et. seq.
- Americans with Disabilities Act, 42 U.S.C. Section 12101 et. seq.
- Federal Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.
- Federal Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et. seq.
- Notices, Instructions to Workers and Reports, 10 CFR 19
- Standards for Protection against Radiation, 10 CFR 20
- Rules of General Applicability to domestic Licensing of Byproduct Material, 10 CFR 30
- Domestic Licensing of Production and Utilization Facilities, 10 CFR 50
- Environmental Protection Regulations for Domestic Licensing and Related Regulatory Functions, 10 CFR 51
- Licensing Requirements for Land Disposal of Radioactive Waste, 10 CFR 61
- Packaging of Transport and Transportation of Radioactive Material, 10 CFR 71
- Financial Protection Requirements and Indemnity Agreements, 10 CFR 140
- Occupational Safety and Health, 29 CFR 1910
- Hazardous Waste Management System: General, 40 CFR 260
- Identification and Listing of Hazardous Wastes, 40 CFR 261
- Standards Applicable to Generators of Hazardous Waste, 40 CFR 262
- National Emission Standards for Hazardous Air Pollutants, 40 CFR 61
- Department of Transportation Hazardous Material Regulations, 49 CFR 170-199
- Personnel Qualification Training, NRC Guide 1.8
- Reporting of Operating Information, NRC Guide 1.16
- Termination of Operating Licenses for Nuclear Reactors, NRC Guide 1.86
- Guide of Administrative Practices in Radiation Monitoring, NRC Guide 8.2.1
- Direct-Reading and Indirect-Reading pocket Dosimeters, NRC Guide 8.4

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Standard Test Procedures for Geiger-Muller Counters, NRC Guide 8.6

Instructions for Recording and Reporting Occupational Radiation Exposure Records Data, NRC Guide 8.7

"Information Relevant to Ensuring the Occupational Radiation Exposures at Nuclear Stations will be as Low As Reasonable Achievable" NRC Guide 8.8

Acceptable Concepts, Models, Equations, and Assumptions for a Bioassay Program, NRC Guide 8.9

"Operating Philosophy for Maintaining Occupational Radiation Exposure as Low As Reasonable Achievable", NRC Guide 8.10

Instructions Concerning Prenatal Radiation Exposure, NRC Guide 8.13

Acceptable Programs for Respiratory Programs, NRC Guide 8.15

Instruction Concerning Risk from Occupational Radiation Exposure, NRC Guide 8.29

Occupational Safety and Health Administration, Department of Labor, 29 CFR 1910

Standards for Protection Against Radiation, 10 CFR 20.1701-10 CFR 20.1704

## 22 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key Personnel:

Program Manager

Senior Engineer

Senior Cost Estimator/Scheduler

Safety Officer

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless illness, death or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide, a detail explanation of the circumstances necessitating the proposed substitution (s), complete resume for the proposed substitute(s) and any additional information requested by the Contracting Officer. Proposed substitute (s) shall have comparable qualifications as the person(s) being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of the required information of the acceptance or rejection of proposed person (s). The contract will be modified to reflect any approved changes of key personnel.

## 23 CITIZENSHIP CERTIFICATION

### K.6 AFFIDAVIT OF UNITED STATES CITIZENSHIP

State of ----- County of ----- SS:

I, \_\_\_\_\_, (Name) of \_\_\_\_\_, (Residence address) being duly sworn, depose and say:

1. That I am the \_\_\_\_\_ (Title of office(s) held) of \_\_\_\_\_, (Name of corporation) a corporation organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter called the "Corporation"), with offices at \_\_\_\_\_, (Business address) in evidence of which incorporation a certified copy of the Articles or Certificate of Incorporation (or Association) is filed herewith (or has been filed) together with a certified copy of the corporate Bylaws. [Evidence of continuing U.S. citizenship status, including amendments to said Articles or Certificate and Bylaws, should be filed within 30 days after the annual meeting of the stockholders or annually, within 30 days after the original affidavit if there has been no meeting of the stockholders prior to that time.];

2. That I am authorized by and in behalf of the Corporation to execute and deliver this Affidavit of U.S. Citizenship;

3. That the names of the President or other Chief Executive Officer, Vice Presidents or other individuals who are authorized to act in the absence or disability of the President or other Chief Executive Officer, the Chairman of the Board of Directors, and the Directors of the Corporation are as follows:

Name	Title	Date and place of birth
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(The foregoing list should include the officers, whether or not they are also directors, and all directors, whether or not they are also officers.)

and that each of said individuals is a citizen of the United States by virtue of birth in the United States, birth abroad of U.S. citizen parents, by naturalization, by naturalization during minority through the naturalization of a parent, by marriage (if a woman) to a U.S. citizen prior to September 22, 1922, or as otherwise authorized by law, except (give name and nationality of alien directors, if any); however, the Bylaws of the Corporation provide that \_\_\_\_\_ (Number) of the directors are necessary to constitute a quorum; therefore, the alien directors named represent no more than a minority of the number necessary to constitute a quorum.

4. Information as to stock, where Corporation has 30 or more stockholders:

That I have access to the stock books and records of the Corporation; that said stock books and records have been examined and disclose (a) that, as of \_\_\_\_\_, (Date) the Corporation had issued and outstanding \_\_\_\_\_ (Number) shares of \_\_\_\_\_, (Class or series) the only class or series of stock of the Corporation issued and outstanding [if such is the case], owned of record by \_\_\_\_\_ (Number) stockholders, said number of stockholders representing the ownership of the entire issued and outstanding stock of the Corporation, and (b) that no stockholder of record owned as of said date five per centum (5%) or more of the issued and outstanding stock of the Corporation of any class or series. [If different classes or series of stock exist, give the same data for each class or series issued and outstanding, showing the monetary value and voting rights per share in each class or series. If there is an exception to the statement in clause (b), the name, address, and citizenship of the stockholder and the amount and class or series of stock owned should be stated.]

That the registered addresses of \_\_\_\_\_ owners of record of \_\_\_\_\_ shares of the issued and outstanding \_\_\_\_\_ (Class or series) stock of the Corporation are shown on the stock books and records of the Corporation as being within the United States, said \_\_\_\_\_ shares being \_\_\_\_\_ per centum (\_\_\_\_%) of the total number of shares of said stock (each class or series). [The exact figure as disclosed by the stock books of the corporation must be given and the per centum figure must not be less than 65 per centum. This per centum figure applies to corporate stockholders as well as to the primary corporation.]

(The same statement should be made with reference to each class or series of stock, if there is more than one class or series.)

5. Information as to stock, where Corporation has less than 30 stockholders:

That the information as to stock ownership, upon which the Corporation relies to establish that the required percentage of stock ownership is vested in citizens of the United States, is as follows:

Name of stockholder	Number of shares owned	Percentage of shares owned
(each class or series)	(each class or series)	(each class or series)

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and that each of said individual stockholders is a citizen of the United States by virtue of birth in the United States, birth abroad of U.S. citizen parents, by naturalization during minority through the naturalization of a parent, by marriage (if a woman) to a U.S. citizen prior to September 22, 1922, or as otherwise authorized by law.

Note: If a corporate stockholder, give information with respect to State of incorporation, the names of the officers, directors, and stockholders in the appropriate percentage of shares held, with statement that they are all U.S. citizens. Nominee holders of record of 5 percent or more of any class or series of stock and the beneficial owners thereof should be named and their U.S. citizenship affirmed.

6. That the controlling interest in (each) said Corporation, as established by the data hereinbefore set forth, is owned by citizens of the United States; that the title to a majority of the stock of (each) said Corporation is vested in citizens of the United States free from any trust or fiduciary obligation in favor of any person not a citizen of the United States; that such proportion of the voting power of (each) said Corporation is vested in citizens of the United States; that through no contract or understanding is it so arranged that the majority of the voting power of (each) said Corporation may be exercised, directly or indirectly, in behalf of any person who is not a citizen of the United States; and that by no means whatsoever, is control of (each) said Corporation conferred upon or permitted to be exercised by any person who is not a citizen of the United States; and

7. That affiant has carefully examined this affidavit and asserts that all of the statements and representations contained therein are true to the best of his knowledge, information, and belief.

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Dated: \_\_\_\_\_

(Name of affiant)

Subscribed and sworn to before me, a Notary Public in and for the State and County aforesaid, this \_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_

Penalty for False Statement: A fine or imprisonment, or both, are provided for violation of the proscriptions contained in 18 U.S.C. 1001 (see also 18 U.S.C. 286, 287).

24      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS  
FEBRUARY 2006**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

       (4)[Reserved]

       (ii) Alternate I (MAR 1999) of 52.219-5.

       (iii) Alternate II (JUNE 2003) of 52.219-5.

       (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

       (ii) Alternate I (OCT 1995) of 52.219-6.

       (iii) Alternate II (MAR 2004) of 52.219-6.

       (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

       (ii) Alternate I (OCT 1995) of 52.219-7.

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\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_X\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_X\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_X\_ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_X\_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

\_X\_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

\_X\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

\_X\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).



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\_X\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## 25 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS JANUARY 2006

Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number.(Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the Offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

## 26 ADDENDUM 1 TO 52.212-1

### Addendum 1 52.212-1 Instruction to Offerors - Commercial Items

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a

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technical/management and cost or price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### ELECTRONIC PROPOSAL INSTRUCTIONS

(a) In order to be considered for award, offerors must submit their proposal electronically via The Virtual Office of Acquisition (VOA) <https://voa.marad.dot.gov/>. No other electronic or hardcopy proposals will be accepted or considered.

(b) In preparing proposals, offerors shall ensure that each response is within the scope of the specific requirement/item/element to be addressed as presented within VOA.

(c) Past Performance, Technical, and price sections have specific questions or fill-in areas, which will be featured on individual screens within VOA. Offerors will have limited space to provide responses to each question. The Offeror is responsible for the validation of their submittals prior to "FINAL SUBMISSIONS" on or before the proposal due date (SF 1449, Block 8 - "Offer Due Date/Local Time"). Until "Final Submit" is accomplished, offerors may edit and save their responses.

(d) Narratives may be supported by attachments (charts, flow diagrams, etc.); however, offerors shall ensure, through appropriate numbering or nomenclature, that each attachment is associated with the Offeror's specific response to which it applies. Documents submitted as attachments to the VOA must be in a Microsoft (MS) Office program format (e.g., Word, Excel, Project, PowerPoint, etc.) (Version 1997 or higher) or Adobe Acrobat PDF format (Version 5 or higher). All attachments shall be limited to ten (10) single space 8 ½ X11" pages with 1 inch margins all-around; font shall be no less than 12 point high characters. The Government reserves its right to evaluate proposals solely on the narratives entered into the text fields within VOA and to not review any supporting documentation (except where an attachment is specified in addendum 1 or 52.212-01 "See Data Entry" below).

(e) Offerors are cautioned that the function of copy and paste into data fields via VOA when submitting their proposals may not work properly. Offerors are responsible for the quality of the proposal submission.

(f) Any portion of an offer which the offeror considers to be business sensitive or proprietary in nature must be clearly marked as such. Unless restricted, information submitted in response to this solicitation may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (FOIA) (5 U.S.C. 551).

(g) Minimum software requirements to interface with VOA are:

1. Microsoft Internet Explorer 5.5 or higher
2. Netscape Navigator 6.0 or higher
3. JavaScript must be enabled
4. Java applets must be enabled
5. Cookies must be enabled

Both technical assistance and acquisition content assistance are available through VOA.

(h) The contractor will be required, when providing pricing, to price sub-tasks associated with each main CLIN using the notional quantities provided for the main task. The contractor shall break out the notional quantities among the sub tasks associated with each task. The unit price provided for each task will be firm fixed price and used when issuing task orders. However, when issuing task order(s) the contractor will be required to propose quantities for the task which MARAD will review and negotiate. Upon completion of the negotiation a firm fixed price task order will be issued with the negotiated quantities and fixed unit price(s).

#### Data Entry

Questions in these **Instruction to Offerors** will be duplicated on the VOA website. Offerors shall address the questions/statement posed, in places where written responses are required. Offerors will be provided a 6000 character text box to respond. These responses are identified as "(Fill-in)." Some responses will require a yes or no response and identified with "(Y/N)." If the response is yes (Y) a text box will appear for a brief explanation. Other responses will require attachments; these are identified with "(Attachment)."

#### Factor 1: Past Performance

References (Maximum of 5 responses)

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At least one (1) reference must relate to the Offeror's experience as the prime contractor and no more than five (5) references are to be submitted.

References may include those from past or current contracts or sub-contracts with local, state or federal government or from past or current contracts or sub-contracts with the private sector.

A Past Performance Questionnaire is located in the VOA SAVANNAH library. Offerors are to provide this form to the references for completion and submission. The offeror shall ensure that their correct Company Name is inserted on each form sent out. The Offeror is responsible for ensuring that requested references complete the Questionnaire and return via e-mail directly to gene.simmons@dot.gov by the solicitation closing deadline. References shall ensure that the subject line for the e-mail reads "DTMA1R06008-Past Performance Questionnaire -[ Insert Evaluated Company's Name"]].

The Offeror shall also respond to the following questions posted on VOA:

Q-1 - Describe work you have performed relevant to nuclear engineering, management and oversight work of similar size and scope of the work described in the statement of Work, within the last five (5) calendar years. (Attachment)

Q-2 - Have you performed work for a government entity (including, state and local governments) of a similar size and scope as described in this solicitation? (Y/N). If yes, please briefly describe.

Q-3 - Have you performed industrial decommissioning, decontamination or remediation (DDR) work at other nuclear facilities (government or commercial) (Y/N) If yes, please briefly describe the DDR work accomplished.

Q-4 - Do you have related nuclear shipboard experience? (Y/N) If yes, please briefly describe.

Q-5 - The offeror shall describe any complex project similar in size and scope as the N. S. SAVANNAH project in which they experienced a problem; describe the problem and describe the resolution of the problem. (Attachment)

## **Factor 2 - Technical /Management**

### **Sub Factor A - Management and Oversight**

Q-1 - Organization- Offeror shall provide an organizational matrix for the N. S. SAVANNAH project identifying key positions and roles and responsibilities related to the N. S. SAVANNAH project. (Attachment)

### **Sub Factor B- Professional Experience and Qualification**

Q-1- The offeror shall submit resumes for all designated key personnel proposed; resumes shall be no more than two (2) pages in length. Their qualifications and experience as related to their assigned roles (labor categories) shall be described including any special or unique credentials related to nuclear decommissioning, environmental/personnel safety, and nuclear waste disposal. Each individual shall be identified as to his current employer; that is, with the Offeror or with one of the Offeror's team participants (subcontractors). (Attachment)

Q-2-The offeror shall describe how it plans to incorporate direct N. S. SAVANNAH expertise into its project team, if any. (Fill-in)

### **Sub Factor C- Approach**

Q-1- The Offeror shall describe their strategy towards supporting MARAD's three phase approach to this project. No other approaches will be considered. (Attachment)

### **Sub Factor D- Pre-Decommissioning Planning and Scheduling**

Q-1- Offeror shall provide their technical/management approach to developing a statement of work for the DDR contract; the approach should address, at minimum, work break down structure; task scheduling; resource management; cost estimating; market research and waste disposal. (Attachment)

Q-2- The Offeror shall describe their management strategy and approach for providing effective oversight of the DDR contractor. Specifically addressing financial management, scheduling and technical performance monitoring controls. (Attachment)

Q-3- The Offeror shall their describe management strategy and approach to conducting regulatory reviews, FSAR reviews and updates; and document preparation (per regulatory requirements) (Fill-in)

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Q-4- The Offeror shall describe their engineering and management approach to planning work required to complete the nuclear decommissioning. (Fill-in)

Q-5- The Offeror shall describe their management strategy and approach for ensuring compliance with all federal, state and municipal regulatory requirements that may be applicable to this project. (Fill-in)

Q-6- The Offeror shall provide their approach and methodology to support the License Termination Plan execution. (Fill-in)

Q-7 - The Offeror shall describe management approach to support all administrative requirements. (Fill-in)

#### Sub Factor E- **Practical Assessment**

Q-1- The offeror shall identify what they perceive to be the single largest risk of the N. S. SAVANNAH project. Explain why and describe a notional plan for mitigation of that risk. (Attachment)

#### Sub Factor F- **Nuclear Engineering Analysis**

Q-1- The offeror shall describe their approach and methodology for accomplishing oversight requirements for safety review and evaluations per 10 CFR 50.59. (Fill-in)

Q-2- The offeror shall describe their approach and methodology for risk management and nuclear accident analysis. (Fill-in)

Q-3- The offeror shall describe their approach and methodology for nuclear engineering analysis. (Fill-in)

#### Factor G- **Field Inspection and Quality Assurance**

Q-1- The Offeror shall describe their approach and methodology for inspection of DDR work performance.(Attachment)

Q-2- The Offeror shall describe their approach for nuclear waste accountability, tracking and transportation for the NS SAVANNAH project. (Fill-in)

Q-3- The Offeror shall describe their approach and methodology for monitoring safety and environmental protection.(Fill-in)

Q-4 - Offeror shall submit an NRC compliant Quality Assurance Plan (Attachment)

Q-5- Offeror shall describe their philosophy on issues effecting quality assurance. The offeror shall also address approach and methodology for reporting issues effecting quality assurance (Fill-in)

### **Factor 3: Price Proposal**

**Price Proposal:** The Price Proposal shall include the following:

1. A signed copy of Standard Form 1449.

2. Labor Rate Schedules - The offeror shall provide a schedule of all labor categories expected to be used to perform the contract requirements. (Attachment) The attachment shall include the fully burdened labor rate including fee for the base year and each option year. There shall be a schedule each for on-site work (Government facilities not provided) and off-site work (Government facilities provided). The offeror shall also provide the same schedules for any major subcontractors proposed. Subcontractor schedules shall also include, if any, the Offeror's subcontract handling charges. The schedules from the successful offeror shall be made a part of the contract and the labor which they contain the basis for all task orders issued under the contract.

3. The offeror will complete the notional schedule provided in VOA. A copy of the notional schedule shall be posted to VOA within one week after issuance of this solicitation. The notional schedule consists of tasks and subtasks for the base year and all the option years that the contractor will be required to undertake in order to perform Phases I, II, and III. The schedule provides a quantity of hours for each task in each contract year. Listed under those tasks are subtasks necessary to complete the tasks. No hours are given for the subtasks. For each subtask the offeror is required to designate the labor categories needed to perform the tasks and the number of hours needed. The total hours proposed for the subtasks must equal the quantity of hours in the task they fall under. The completed notional schedule will be used for two evaluation purposes:

(a) Line Item Summary - The total estimated price in the notional schedule for the base year and the option years shall become the estimated price for each corresponding CLIN in the Line Item Summary. The total price for the base year and all the options years will be the evaluated price.

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(b) Price Realism - The Offeror's mix of labor categories and labor hours will be reviewed to determine whether the price proposed is realistic for the technical approach offered.

4. The offeror will submit documentation demonstrating an adequate compensation package for its professional employees. (Attachment)

5. Cost Narrative - The offeror will submit a cost narrative including but not limited to the designation of the individual authorized to negotiate on its behalf with contact information, a brief summary of the firm and any subcontractors, a description of the arrangement between the contractor and subcontractors and the status of proposed personnel (employees, subcontractors, to be determined, etc.). (Attachment)

6. Small Business Subcontracting Plan - The successful offeror will be required to submit an acceptable small business subcontracting plan, however, no plans are required to be submitted with the initial offers.

#### **Factor 4: Oral Presentation**

Following the evaluation of Factors 1 through 3 a competitive range will be established. Those offerors excluded from the competitive range will be notified and may request a debriefing before award in accordance with FAR 15.505 (Preaward Debriefing of Offerors). Those Offerors included in the competitive range shall make an informational oral presentation. MARAD will provide one or more scenario(s) at the time of notification. The offeror will be requested to have the project manager and key personnel orally present their understanding of each of the scenario(s), provide the offerors technical/management approach(s) and the allocation of resources (staffing and key personnel).

The Offeror shall upload an electronic copy of all briefing materials intended for the presentation and a listing of the names, firms and position title of all presenters, to VOA not later than two hours prior to the scheduled presentation.

The oral presentation shall be a 90 minute session; the offeror is advised that they will not be allowed to tape or otherwise record their own presentation. The Government reserves the right to videotape the presentation and will provide a copy of the Offeror's presentation upon written request to the Contracting Officer.

## **27 52.212-02 EVALUATION - COMMERCIAL ITEMS JANUARY 1999**

### **52.212-2 Evaluation - Commercial Items**

This is a best value, single award acquisition, MARAD intends to award one contract to the offeror deemed responsible in accordance with FAR 9.204. MARAD will award to the responsible offeror whose offer conforming to the solicitation is technically evaluated to be most advantageous to the Government, price and other factors considered. Listed below are the evaluation factors for this solicitation in descending order of importance:

Past Performance  
Technical/Management  
Evaluated Price  
Oral Presentation

Past performance and technical are significantly more important than price and tradeoffs are permitted with past performance. technical/management, oral presentation and/or price. Each sub-factor within each factor or sub-sub- factor within a sub-factor are of equal importance to one another. A tradeoff process is appropriate when it may be in the best interest of the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

The offeror must furnish adequate and specific information in its responses. A proposal will be eliminated from further consideration before the initial assignment of ratings/scores if the proposal is so grossly and obviously deficient as to be totally unacceptable. For example, a proposal will be deemed unacceptable if it doesn't represent a reasonable initial effort to address itself to the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation. In the event a proposal is eliminated from further consideration/evaluation, a notice will be sent to the Offeror stating the reason(s) the proposal was rejected.

MARAD intends to evaluate proposals and award a contract without discussion with an offeror (except for clarifications as describe in FAR 15.306(a)). The Offeror's initial proposal should contain Offeror's best terms for technical/management and price standpoint. MARAD reserves the right to conduct discussion if the Contracting Officer later determines them necessary. If the Contracting



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Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition.

MARAD reserves the right to reject any or all offers if such actions are in the best interest of the Government.

### **Factor 1: PAST PERFORMANCE**

References (Maximum of 5 responses)

During evaluations, MARAD will assign each proposal one of the following overall past performance confidence assessment ratings:

Exceptional/High Confidence	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
Very Good/Significant Confidence	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
Satisfactory Confidence/Neutral	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort or no performance record identifiable (see FAR 15.305(a)(2)(iii) and (iv)).
Marginal/Little Confidence	Based on the offeror's performance record, significant doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
Unsatisfactory/No Confidence	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

The Technical Evaluation Team (TET) assigns past performance confidence assessment ratings through an integrated analysis of those risks and strengths MARAD identifies in the offeror's recent, current, and relevant contract performance. MARAD will place more weight and consideration on more relevant and recent past performance information. Essentially, the past performance assessment is MARAD's confidence, based on the offeror's performance record, that the offeror will successfully perform the required effort in accordance with the contract and its proposal. The past performance assessment includes the evaluation of both past performance information and possible due diligence if later determined necessary.

The TET will evaluate the offerors past performance on the basis of the information provided by references in the questionnaire related to following:

#### **Performance Elements**

- Quality of Technical Approach
- Effective and Efficient Use of Resources
- Effective and Efficient Use of Subcontractors
- Customer Satisfaction
- Business Behavior
- Cost Control
- Timeliness of Performance
- Understanding of Requirements

MARAD reserves the right to also make inquiries of other government agencies regarding past performance (i.e. National Institute of Health (NIH) past performance database, and or the Department of the Navy's Past Performance Information Retrieval System (PPIRS)).

### **Factor 2: TECHNICAL/MANAGEMENT**

During evaluations, MARAD will assign each proposal one of the following overall technical assessment ratings, based on the technical criteria listed below:

Exceptional	Based on the offeror's proposal, essentially no doubt exists that the offeror will successfully accomplish the full scope of technical requirements.
Very Good	Based on the offeror's proposal, little doubt exists that the offeror will successfully accomplish the full scope of technical requirements.
Satisfactory	Based on the offeror's proposal, some doubt exists that the offeror will successfully accomplish the full scope of technical requirements.
Marginal	Based on the offeror's performance record, substantial doubt exists that the offeror

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will successfully accomplish the full scope of technical requirements. Changes to the offeror's existing processes may be necessary in order to achieve contract/technical requirements.

Unsatisfactory Based on the offeror's proposal, extreme doubt exists that the offeror will successfully accomplish the full scope of technical requirements.

The following criteria in descending order of importance (value) will be evaluated so as to assess the Offeror's ability to accomplish the full scope of technical requirements and assess the level of quality of the Offeror's performance of these requirements.

#### Sub Factor A- **Management and Oversight**

The TET will evaluate an Offeror's organization and its relationship to the overall project.

#### Sub Factor B- **Professional Experience and Qualifications**

The TET will evaluate each of the Offeror's identified key personnel designated for this project. Their education, experience, and prior assignments (roles/responsibilities) will be evaluated to assess their suitability for the position identified in the Offeror's technical/management proposal. The MARAD mandated key personnel weighted significantly higher than other senior staff personnel. The Project Manager will be weighted higher than the Safety Officer, Senior scheduler/cost estimator and Senior Engineer. These other key personnel are considered equal in weight.

#### Sub Factor C- **Approach**

The TET will evaluate the Offeror's strategy toward supporting MARAD's three phase approach to the NS SAVANNAH project. No other approaches will be considered. (Attachment)

#### Sub Factor D- **Pre-Decommissioning Planning and Scheduling**

The TET will evaluate an Offeror's understanding of the requirements relative to the following sub-criteria including comprehensiveness of the technical scope of activities (sub-tasks) for each Phase of the project, inclusive of those identified by the MARAD in the Statement of Work.

- DDR Contract Preparation
- Oversight and Control
- Regulatory Review
- Regulatory Compliance
- Nuclear Decommissioning Planning
- License Termination Planning
- Administrative Requirements

#### Sub Factor E- **Practical Assessment**

The TET will evaluate the Offeror's perception of the single largest risk to the NS SAVANNAH project and their notional plans for mitigation of that risk.

#### Sub Factor F- **Nuclear Engineering Analysis**

The TET will evaluate the thoroughness and reasonableness of the approach and methodology to accomplish the direct support and Contractor oversight requirements of the project as related to the following:

- Safety Reviews and Evaluations per 10 CFR 50.59
- Risk Management and Accident Analysis
- Engineering analysis

#### Sub Factor G- **Field Inspection Services and Quality Assurance**

The TET will evaluate the thoroughness and reasonableness of the approach and methodology to accomplish the direct support and Contractor oversight requirements of the project as related to the following:

- Inspection Approach and Approach to DDR Work performance
- Nuclear Waste Accountability, Tracking and Transportation
- Safety and Environmental Monitoring
- NRC compliant Quality Assurance Plan
- Philosophy on identification of issues affecting quality and Methodology for reporting issues affecting Q/A

### **Factor 3 : EVALUATED PRICE**

Price will be evaluated for realism and reasonableness as set forth below:

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(a) Evaluated price - The total estimated price in the notional schedule for the base year and the option years shall become the estimated price for each corresponding CLIN in the Line Item Summary. The total price for the base year and all the options years will be the evaluated price.

(b) Price Realism - The Offeror's mix of labor categories and labor hours will be reviewed to determine whether the price proposed is realistic for the technical approach offered.

(c) Adequacy of the Offeror's compensation package for professional employees.  
The proposed prices will be evaluated using the price analysis techniques prescribed in FAR 15.404-1(b) to determine price reasonableness.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### **Factor 4: ORAL PRESENTATION**

The Offeror's presentation will be evaluated by the TET following the presentation; The TET will evaluate the Offeror's understanding of each of the scenario(s), the Offeror's technical/management approach(s) and the allocation of resources.

### **28 ONLINE REPRESENTATION AND CERTIFICATION APPLICATION**

Offerors are encouraged to complete their Representations and Certifications on-line at <http://orca.bpn.gov/login.aspx>.

### **29 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS. MARCH 2005**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

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"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

**Number of Employees**

- ☐ 50 or fewer
- ☐ 51--100
- ☐ 101--250
- ☐ 251--500
- ☐ 501--750
- ☐ 751--1,000
- ☐ Over 1,000

**Average Annual Gross Revenues**

- ☐ \$1 million or less
- ☐ \$1,000,001--\$2 million
- ☐ \$2,000,001--\$3.5 million
- ☐ \$3,500,001--\$5 million
- ☐ \$5,000,001--\$10 million
- ☐ \$10,000,001--\$17 million
- ☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

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(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

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Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act"

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAN 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (JAN 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]



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[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)